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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA - SOUTHERN DIVISION**

OK HEE PARK, Individually, and on  
 Behalf of the Class and Sub-Class

Plaintiff,

v.

AXA EQUITABLE LIFE INSURANCE  
 COMPANY, a New York Corporation;  
 EQUITABLE FINANCIAL LIFE  
 INSURANCE COMPANY, a New York  
 Corporation; and DOES 1-10, inclusive,

Defendants.

Case No. 8:22-cv-00761-SPG (DFMx)

**STIPULATION AND PROTECTIVE  
 ORDER**

Complaint Filed: February 28, 2022  
 Case Removed: April 1, 2022

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery in the above-captioned action are likely to involve  
 3 production of confidential, proprietary, or private information for which special  
 4 protection from public disclosure and from use for any purpose other than pursuing  
 5 this litigation may be warranted. Accordingly, the Parties hereby stipulate to and  
 6 petition the Court to enter the following Stipulated Protective Order (“Order”). The  
 7 Parties acknowledge that this Order does not confer blanket protections on all  
 8 disclosures or responses to discovery and that the protection it affords from public  
 9 disclosure and use extends only to the limited information or items that are entitled  
 10 to confidential treatment under the applicable legal principles. The Parties further  
 11 acknowledge, as set forth in Section 12.3, below, that this Order does not entitle  
 12 them to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
 13 procedures that must be followed and the standards that will be applied when a Party  
 14 seeks permission from the Court to file material under seal.

15 **1.1. GOOD CAUSE STATEMENT**

16 In the course of litigating and taking discovery in the action, the Parties, or  
 17 Non-Parties in connection with the action, may need to produce competitively  
 18 sensitive, confidential, and proprietary business information and/or private personal,  
 19 medical, or financial information, including the following categories:

20 (a) commercially sensitive and proprietary internal, financial or  
 21 actuarial material;

22 (b) non-public personal identifying information (including,  
 23 addresses, social security numbers and dates of birth), and health and financial  
 24 information relating to the policy or policies at issue in this action, the disclosure of  
 25 which would potentially violate state and federal privacy laws, including but not  
 26 limited to the California Insurance Information and Privacy Protection Act, Cal. Ins.  
 27 Code § 791, *et seq.*, the California Financial Information Protection Act, Cal. Fin.  
 28 Code § 4050, *et seq.*, and the Gramm-Leach-Bliley Act, 15 U.S.C. 6801, *et seq.*

(c) documents that reveal confidential financial information about a party's business or commercial information about a party's business that is not available to the public or its competitors, which if disclosed could place the party at a competitive disadvantage; and

(d) commercially sensitive and proprietary, confidential information that constitutes, discusses or reflects trade secrets entitled to protection under various laws and regulations, including but not limited to California's Uniform Trade Secret Act.

Accordingly, to expedite the flow of information, to facilitate the prompt resolution of disputes over confidentiality of discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

## **2. DEFINITIONS**

2.1 Action: This pending federal lawsuit.

2.2 Challenging Party: A Party or Non-Party that challenges the designation of information or items under this Order.

2.3 "CONFIDENTIAL" Information or Items: Information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their support staff).

1           2.5    Designating Party: A Party or Non-Party that designates information or  
2 items that it produces in disclosures or in responses to discovery as  
3 “CONFIDENTIAL.”

4           2.6    Disclosure or Discovery Material: All items or information, regardless  
5 of the medium or manner in which it is generated, stored, or maintained (including,  
6 among other things, testimony, transcripts, and tangible things), that are produced  
7 or generated in disclosures or responses to discovery in this matter.

8           2.7    Expert: A person with specialized knowledge or experience in a matter  
9 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
10 an expert witness or as a consultant in this Action.

11           2.8    House Counsel: Attorneys who are employees of acting on behalf of a  
12 party to this Action. House Counsel does not include Outside Counsel of Record or  
13 any other outside counsel.

14           2.9    Non-Party: Any natural person, partnership, corporation, association,  
15 or other legal entity not named as a Party to this action.

16           2.10   Outside Counsel of Record: Attorneys who are not employees of a  
17 party to this Action but are retained to represent or advise a party to this Action and  
18 have appeared in this Action on behalf of that party or are affiliated with a law firm  
19 that has appeared on behalf of that party, and includes support staff.

20           2.11   Party: Any party to this Action, including all of its officers, directors,  
21 employees, consultants, retained experts, and Outside Counsel of Record (and their  
22 support staffs).

23           2.12   Producing Party: A Party or Non-Party that produces Disclosure or  
24 Discovery Material in this Action.

25           2.13   Professional Vendors: Persons or entities that provide litigation support  
26 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
27 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
28 and their employees and subcontractors.

1           2.14 Protected Material: Any Disclosure or Discovery Material that is  
2 designated as “CONFIDENTIAL.”

3           2.15 Receiving Party: A Party that receives Disclosure or Discovery  
4 Material from a Producing Party.

### 5       **3.     SCOPE**

6           The protections conferred by this Stipulation and Order cover not only  
7 Protected Material (as defined above), but also (1) any information copied or  
8 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
9 compilations of Protected Material; and (3) any testimony, conversations, or  
10 presentations by Parties or their Counsel that might reveal Protected Material.  
11 However, the protections conferred by this Stipulation and Order do not cover the  
12 following information: (a) any information that is in the public domain at the time  
13 of disclosure to a Receiving Party or becomes part of the public domain after its  
14 disclosure to a Receiving Party as a result of publication not involving a violation of  
15 this Order, including becoming part of the public record through trial or otherwise;  
16 and (b) any information known to the Receiving Party prior to the disclosure or  
17 obtained by the Receiving Party after the disclosure from a source who obtained the  
18 information lawfully and under no obligation of confidentiality to the Designating  
19 Party.

20           Any use of Protected Material at trial shall be governed by the orders of the  
21 trial judge. This Order does not govern the use of Protected Material at trial.

### 22       **4.     DURATION**

23           Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees  
25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
26 deemed to be the later of (1) dismissal of all claims and defenses in this action, with  
27 or without prejudice; and (2) final judgment herein after the completion and  
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,

1 including the time limits for filing any motions or applications for extension of time  
 2 pursuant to applicable law.

### 3 **5. DESIGNATING PROTECTED MATERIAL**

#### 4 5.1 Exercise of Restraint and Care in Designating Material for Protection.

5 Each Party or Non-Party that designates information or items for protection under  
 6 this Order must take care to limit any such designation to specific material that  
 7 qualifies under the appropriate standards. The Designating Party must designate for  
 8 protection only those parts of material, documents, items or oral or written  
 9 communications that qualify — so that other portions of the material, documents,  
 10 items or communications for which protection is not warranted are not swept  
 11 unjustifiably within the ambit of this Order.

12 Mass, indiscriminate or routinized designations are prohibited. Designations  
 13 that are shown to be clearly unjustified or that have been made for an improper  
 14 purpose (e.g., to unnecessarily encumber the case development process or to impose  
 15 unnecessary expenses and burdens on other parties) may expose the Designating  
 16 Party to sanctions.

17 If it comes to a Designating Party's attention that information or items that it  
 18 designated for protection do not qualify for protection, that Designating Party must  
 19 promptly notify all other Parties that it is withdrawing the mistaken designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in  
 21 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
 22 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
 23 under this Order must be clearly so designated before the material is disclosed or  
 24 produced.

25 Designation in conformity with this Order requires:

26 (a) for information in documentary form (e.g., paper or electronic  
 27 documents, but excluding transcripts of depositions or other pretrial or trial  
 28 proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to each

1 page that contains protected material. If only a portion of the material on a page  
 2 qualifies for protection, the Producing Party also must clearly identify the protected  
 3 portion(s) (e.g., by making appropriate markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
 5 need not designate them for protection until after the inspecting Party has indicated  
 6 which documents it would like copied and produced. During the inspection and  
 7 before the designation, all of the material made available for inspection shall be  
 8 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
 9 documents it wants copied and produced, the Producing Party must determine which  
 10 documents, or portions thereof, qualify for protection under this Order. Then, before  
 11 producing the specified documents, the Producing Party must affix the  
 12 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a  
 13 portion of the material on a page qualifies for protection, the Producing Party also  
 14 must clearly identify the protected portion(s) (e.g., by making appropriate markings  
 15 in the margins).

16 (b) for testimony given in depositions, the information disclosed therein,  
 17 and the transcripts thereof shall presumptively be treated as CONFIDENTIAL and  
 18 subject to this Order during the deposition and for a period of thirty (30) days after  
 19 a transcript of said deposition is received by Counsel for each Party. At or before  
 20 the end of such thirty-day period, the deposition shall be classified appropriately by  
 21 notifying all of the Parties in writing of the specific pages and lines of the transcript  
 22 which should be treated as CONFIDENTIAL thereafter.

23 (c) for information produced in some form other than documentary and for  
 24 any other tangible items, that the Producing Party affix in a prominent place on the  
 25 exterior of the container or containers in which the information is stored the legend  
 26 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
 27 protection, the Producing Party, to the extent practicable, shall identify the protected  
 28 portion(s).



1           5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
2 failure to designate qualified information or items does not, standing alone, waive  
3 the Designating Party's right to secure protection under this Order for such material.  
4 Upon timely correction of a designation, the Receiving Party must make reasonable  
5 efforts to assure that the material is treated in accordance with the provisions of this  
6 Order.

## 7       **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

8           6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
9 designation of confidentiality at any time. Unless a prompt challenge to a  
10 Designating Party's confidentiality designation is necessary to avoid foreseeable,  
11 substantial unfairness, unnecessary economic burdens, or a significant disruption or  
12 delay of the litigation, a Party does not waive its right to challenge a confidentiality  
13 designation by electing not to mount a challenge promptly after the original  
14 designation is disclosed.

15          6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
16 resolution process under Civil Local Rule 37-1 et seq.

17          6.3 The Burden of Persuasion in Any Such Challenge Proceeding Shall Be  
18 On The Designating Party. Frivolous challenges, and those made for an improper  
19 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
20 parties) may expose the Challenging Party to sanctions. Unless the Designating  
21 Party has waived or withdrawn the confidentiality designation, all parties shall  
22 continue to afford the material in question the level of protection to which it is  
23 entitled under the Producing Party's designation until the Court rules on the  
24 challenge.

## 25       **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

26          7.1 Basic Principles. A Receiving Party may use Protected Material that is  
27 disclosed or produced by another Party or by a Non-Party in connection with this  
28 Action only for prosecuting, defending or attempting to settle this Action. Such



1 Protected Material may be disclosed only to the categories of persons and under the  
 2 conditions described in this Order. When the Action has been terminated, a  
 3 Receiving Party must comply with the provisions of section 13 below (FINAL  
 4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a  
 6 location and in a secure manner that ensures that access is limited to the persons  
 7 authorized under this Order.

8 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
 9 otherwise ordered by the court or permitted in writing by the Designating Party, a  
 10 Receiving Party may disclose any information or item designated  
 11 “CONFIDENTIAL” only to:

- 12 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well  
 13 as employees of said Outside Counsel of Record to whom it is  
 14 reasonably necessary to disclose the information for this Action;
- 15 (b) the Receiving Party’s House Counsel;
- 16 (c) the officers, directors, and employees of the Receiving Party to whom  
 17 disclosure is reasonably necessary for this Action;
- 18 (d) Experts (as defined in this Order) of the Receiving Party to whom  
 19 disclosure is reasonably necessary for this Action and who have signed  
 20 the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);
- 21 (e) the court and its personnel;
- 22 (f) court reporters and their staff;
- 23 (g) professional jury or trial consultants, mock jurors, and Professional  
 24 Vendors to whom disclosure is reasonably necessary for this Action  
 25 and who have signed the “Acknowledgment and Agreement to Be  
 26 Bound” (**Exhibit A**);

- 1 (h) the author or recipient of a document containing the information or a  
 2 custodian or other person who otherwise possessed or knew the  
 3 information;
- 4 (i) during their depositions, witnesses, and attorneys for witnesses, in the  
 5 Action to whom disclosure is reasonably necessary provided: (1) the  
 6 deposing party requests that the witness sign the form attached as  
 7 **Exhibit A** hereto; and (2) they will not be permitted to keep any  
 8 confidential information unless they sign the “Acknowledgment and  
 9 Agreement to Be Bound” (**Exhibit A**), unless otherwise agreed by the  
 10 Designating Party or ordered by the court. Pages of transcribed  
 11 deposition testimony or exhibits to depositions that reveal Protected  
 12 Material may be separately bound by the court reporter and may not be  
 13 disclosed to anyone except as permitted under this Stipulated Protective  
 14 Order; and
- 15 (j) any mediators or settlement officers and their supporting personnel  
 16 mutually agreed upon by any of the parties engaged in settlement  
 17 discussions;
- 18 (k) any other person agreed to by the Parties.

19 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**  
 20 **PRODUCED IN OTHER LITIGATION**

21 If a Party is served with a subpoena or a court order issued in other litigation  
 22 that compels disclosure of any information or items designated in this Action as  
 23 “CONFIDENTIAL,” that Party must:

- 24 (a) promptly notify in writing the Designating Party. Such notification shall  
 25 include a copy of the subpoena or court order;
- 26 (b) promptly notify in writing the party who caused the subpoena or order  
 27 to issue in the other litigation that some or all of the material covered by the subpoena  
 28

1 or order is subject to this Protective Order. Such notification shall include a copy of  
2 this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued  
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with  
6 the subpoena or court order shall not produce any information designated in this  
7 action as “CONFIDENTIAL” before a determination by the court from which the  
8 subpoena or order issued, unless the Party has obtained the Designating Party’s  
9 permission. The Designating Party shall bear the burden and expense of seeking  
10 protection in that court of its confidential material and nothing in these provisions  
11 should be construed as authorizing or encouraging a Receiving Party in this Action  
12 to disobey a lawful directive from another court.

13 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**  
14 **PRODUCED IN THIS LITIGATION**

15 (a) The terms of this Order are applicable to information produced by a  
16 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information  
17 produced by Non-Parties in connection with this litigation is protected by the  
18 remedies and relief provided by this Order. Nothing in these provisions should be  
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to  
21 produce a Non-Party’s CONFIDENTIAL information in its possession, and the  
22 Party is subject to an agreement with the Non-Party not to produce the Non-Party’s  
23 CONFIDENTIAL information, then the Party shall:

- 24 (1) promptly notify in writing the Requesting Party and the Non-  
25 Party that some or all of the information requested is subject to a  
26 confidentiality agreement with a Non-Party;  
27 (2) promptly provide the Non-Party with a copy of the Stipulated  
28 Protective Order in this Action, the relevant discovery request(s),

1 and a reasonably specific description of the information  
2 requested; and

3 (3) make the information requested available for inspection by the  
4 Non-Party, if requested.

5 (c) If the Non-Party fails to seek a protective order from this court within  
6 14 days of receiving the notice and accompanying information, the Receiving Party  
7 may produce the Non-Party's CONFIDENTIAL information responsive to the  
8 discovery request. If the Non-Party timely seeks a protective order, the Receiving  
9 Party shall not produce any information in its possession or control that is subject to  
10 the confidentiality agreement with the Non-Party before a determination by the  
11 court. Absent a court order to the contrary, the Non-Party shall bear the burden and  
12 expense of seeking protection in this court of its Protected Material.

### 13 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
15 Protected Material to any person or in any circumstance not authorized under this  
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
18 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
19 or persons to whom unauthorized disclosures were made of all the terms of this  
20 Order, and (d) request such person or persons to execute the "Acknowledgment and  
21 Agreement to Be Bound" attached hereto as **Exhibit A**.

### 22 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 23 **PROTECTED MATERIAL**

24 When a Producing Party gives notice to Receiving Parties that certain  
25 inadvertently produced material is subject to a claim of privilege or other protection,  
26 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
27 Procedure 26(b)(5)(B). Notwithstanding the above, the Receiving Party may object  
28 to claw back of the inadvertently produced material within 10 days of any

notification or discovery, in which case the Parties will meet and confer in good faith as to the reasons for claw back and try to reach resolution (e.g. partial redaction). If the Parties cannot reach resolution, then the Producing Party will file a motion for relief with the Court. This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement into this Order and submit the revised version to the Court.

## **12. MISCELLANEOUS**

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Protective Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the Court, then the Receiving Party may file the information in the public record unless otherwise instructed by the Court.

## **13. FINAL DISPOSITION**

Within 60 days after the final disposition of this Action, as defined in paragraph 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, "all Protected

Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party, upon request by the Producing Party, must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

#### **14. VIOLATION**

Any violation of this Order may be punished by appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

**IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

Respectfully submitted:

DATED: October 31, 2022

**WINTERS & ASSOCIATES**

By: /s/ Sarah Ball

JACK B. WINTERS  
GEORG M. CAPIELO  
SARAH BALL

**NICHOLAS & TOMASEVIC, LLP**  
CRAIG M. NICHOLAS  
ALEX TOMASEVIC

Attorneys for Plaintiff OK HEE PARK

1 DATED: October 31, 2022

**FAEGRE DRINKER BIDDLE  
& REATH LLP**

2  
3 By: /s/ Tarifa B. Laddon  
TARIFA B. LADDON  
KATE L. VILLANUEVA

4  
5 Attorneys for Defendant EQUITABLE  
FINANCIAL LIFE INSURANCE  
6 COMPANY f/k/a AXA EQUITABLE LIFE  
INSURANCE COMPANY

7 **ATTESTATION**

8 I attest that all other signatories listed, and on whose behalf the filing is submitted, concur  
9 in the filing's content and have authorized the filing.

10  
11 Dated: October 31, 2022

/s/ Tarifa B. Laddon  
Tarifa B. Laddon

12  
13  
14 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

15  
16 DATED: October 31, 2022

  
Honorable Douglas F. McCormick  
United States Magistrate Judge



**EXHIBIT A****ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Central District of California on  
 [date \_\_\_\_\_] in the case of *Park v. Equitable Financial Life Insurance Company*  
*f/k/a AXA Equitable Life Insurance Company*, Case No. 8:22-cv-00761-SPG  
 (DFMx). I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to this  
 Stipulated Protective Order to any person or entity except in strict compliance with  
 the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_